

The Honorable John C. Coughenour

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

JORDAN KASTEL and STORMIE HOY,
Individually and for Others Similarly Situated,

Plaintiffs,

vs.

CASCADE LIVING GROUP
MANAGEMENT, LLC, a Washington limited
liability company,

Defendant.

Case No: 2:23-cv-00684-JCC

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND COLLECTIVE SETTLEMENT**

~~Noted for Hearing: TBD~~

The Motion for Preliminary Approval of Class and Collective Action Settlement filed by Plaintiffs Jordan Kastel and Stormie Hoy came for ~~consideration hearing~~ in the above-captioned court, the Honorable John C. Coughenour presiding. Defendant Cascade Living Group Management, LLC ("Defendant" or "Cascade") does not oppose the motion.

In the Complaint, Plaintiffs allege Defendant violated the Fair Labor Standards Act ("FLSA"), Oregon, and Washington State wage and hour laws with respect to a group of approximately 6,400 current and former non-exempt employees of Cascade. Throughout the relevant time period, Plaintiffs alleges they and other non-exempt employees were required to remain on-duty during unpaid meal breaks in accordance with Cascade's common policies and practices. Plaintiffs also alleges they and other non-exempt employees were subject to Cascade's automatic time-rounding policies, which they allege are non-neutral in application and result in

employees not being paid for all hours worked. Cascade denies the claims and denies it violated any wage and hour laws.

After informal discovery, the Parties engaged in settlement negotiations in an attempt to resolve the claims. Following extensive, arm's-length negotiations, the Parties reached a global settlement that resolves all of the claims in the action on a class-wide basis. The Parties then negotiated a Class and Collective Action Settlement Agreement (the "Settlement"), which was executed on or around July 19, 2024.

~~A hearing was held before this Court on _____, 2024~~ A motion was put before the Court, for the purpose of determining whether the proposed Settlement is within the range of possible approval, whether the proposed Notice of Class and Collective Action Settlement is appropriate, and whether a formal fairness hearing, also known as a final approval hearing, should be scheduled. ~~Appearing at the hearing were~~ Josephson Dunlap LLP and Frank Freed Subit & Thomas LLP **appeared** for Plaintiff and settlement class and collective members, and Lane Powell P.C. on behalf of Defendant.

Having reviewed the papers and documents presented, ~~having heard the statements of counsel,~~ and having considered the matter, the Court HEREBY ORDERS as follows:

1. The Court hereby GRANTS preliminary approval of the terms and conditions contained in the Settlement, attached hereto as **Exhibit 1**. The Court preliminarily finds the terms of the Settlement appear to be within the range of possible approval, pursuant to Federal Rule of Civil Procedure 23 and applicable law.
2. The Court finds on a preliminary basis that: (a) the settlement amount is fair and reasonable as to the Class Members (as defined in the Settlement) when balanced against the probable outcome of further litigation relating to class certification, liability, and damages issues; (b) significant discovery and risk assessment has been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective

positions; (c) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (d) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties. Accordingly, the Court preliminarily finds the Settlement was entered into in good faith.

3. The Court hereby GRANTS conditional certification of a provisional settlement class (“Class”), in accordance with the Settlement, for the purposes of this Settlement only. The Washington Class is defined as: all current and former hourly, non-exempt employees employed by Cascade in Washington who were purportedly subject to Cascade’s potential wage and hour violations at any time starting May 10, 2020, through the date of this Order and who do not timely exclude themselves, or “opt-out,” of the Class. The Oregon Class is defined as: all current and former hourly, non-exempt employees employed by Cascade in Oregon who were purportedly subject to Cascade’s potential wage and hour violations at any time starting May 10, 2017, through the date of this Order and who do not timely exclude themselves, or “opt-out,” of the Class.
4. The Court hereby GRANTS approval of the terms and conditions contained in the Settlement as to the FLSA Collective, defined as all Class Members who have either already opted-in to the FLSA collective action by submitting a written consent pursuant to 29 U.S.C. § 216(b) or who otherwise timely submit a written consent to become opt-in plaintiffs in accordance with the terms and conditions of the Settlement. The Court finds the terms of the Settlement are within the range of possible approval, pursuant to the FLSA and applicable law.
5. The Court finds: (a) the settlement amount is fair and reasonable to the FLSA Collective Members when balanced against the probable outcome of further litigation relating to certification, liability and damages issues, and potential appeals; (b) significant discovery

1 and risk assessment has been conducted such that counsel for the Parties at this time are
 2 able to reasonably evaluate their respective positions; (c) settlement at this time will avoid
 3 substantial costs, delay, and risks that would be presented by the further prosecution of
 4 the litigation; and (d) the proposed Settlement has been reached as the result of intensive,
 5 serious, and non-collusive negotiations between the Parties. Accordingly, the Court finds
 6 the Settlement was entered into in good faith.

7 6. The Court hereby authorizes the retention of Simpluris as Settlement Administrator for
 8 the purposes of the Settlement, with reasonable administration costs estimated not to
 9 exceed \$44,650.00.

10 7. The Court hereby conditionally appoints Josephson Dunlap LLP, Bruckner Burch PLLC,
 11 Frank Freed Subit & Thomas LLP, and Anderson Alexander PLLC as Class Counsel, and
 12 the Court hereby conditionally appoints Jordan Kastel and Stormie Hoy as the Class
 13 Representatives and as representatives for the FLSA Collective.

14 8. The Court hereby APPROVES the Notice of Class and Collective Action Settlement
 15 (“Notice of Settlement”) and FLSA Collective Consent Form (“Opt-in Form”) attached
 16 to the Settlement as Exhibits A-B. The Court finds the Notice of Settlement, along with
 17 the related notification procedure contemplated by the Settlement, constitutes the best
 18 notice practicable under the circumstances and is in full compliance with the applicable
 19 laws and the requirements of due process. The Court further finds the Notice of
 20 Settlement appears to fully and accurately inform the Class Members of all material
 21 elements of the proposed Settlement, of their right to be excluded from the Settlement,
 22 and of their right and opportunity to object to the Settlement. The Court also finds the
 23 Notice of Settlement appears to fully and accurately inform the FLSA Collective
 24 Members of all material elements of the proposed Settlement and their right to file a
 25 written consent to join the FLSA Collective, if they so choose.

9. The Court hereby authorizes dissemination of the Notice of Settlement and Opt-in Form to the Class Members. Subject to the terms of the Settlement, the Notice of Settlement shall be mailed via first-class mail and email (where available), using the most current mailing and email addresses identified within the timeframe specified in the Settlement. The Settlement Administrator shall also host a static website where Class Members can view the Notice and execute the Opt-in Form electronically. The Parties are authorized to make non-substantive changes to the proposed Notice of Settlement that are consistent with the terms of the Settlement and this Order (*e.g.*, correcting typos, scrivener's errors, etc.).

10. The Court hereby APPROVES the proposed procedures for Class Members to request exclusion from the Rule 23 component of the Settlement, which is to submit a written statement requesting exclusion to the Settlement Administrator during the time period permitted under the Settlement. Any Class Member who submits a written exclusion shall not be a member of the Class, shall be barred from participating in the Rule 23 component of the Settlement, shall not be permitted to object to the Settlement, shall not release any of the Washington State wage and hour claims affected by the Rule 23 component of the Settlement, and shall receive no benefit from the Rule 23 component of the Settlement.

11. The Court preliminarily APPROVES Plaintiff's request for an award of attorneys' fees in the amount of one-third (1/3) of the Gross Settlement Amount. The Court ORDERS Plaintiff's Counsel to file a motion for approval of the fee and cost award, and of the service award to the Class Representative, with the appropriate supporting evidence, to be heard at the same time as the motion for final approval of the Settlement.

12. The Court ORDERS Plaintiff's Counsel to file a motion for final approval of the Settlement, with the appropriate declarations and supporting evidence, including a

1 declaration setting forth the Class Members' identities who request exclusion from the
2 Settlement, at least 35 days before the Final Approval Hearing.

3 13. The Court ORDERS that each Class Member be given a full opportunity to object to the
4 Rule 23 component of the proposed Settlement and request for attorneys' fees, and to
5 participate at a Final Approval Hearing, which the Court sets to commence on January 7,
6 2025, at 9 a.m. in this Court. Any member of the Class seeking to object to the proposed
7 Settlement may file such objection in writing with the Court and shall serve such objection
8 on Plaintiff's Counsel and Cascade's Counsel.

9 Accordingly, GOOD CAUSE APPEARING, the Court hereby APPROVES the proposed
10 Notice of Settlement and adopts the following dates and deadlines:

11	Date of Preliminary Approval	
12	Deadline for Cascade to provide Simpluris with the Class List	Within 21 days after the Court's preliminary approval of the Settlement
13	Deadline for Simpluris to mail and email the Notice Packets to Class Members	Within 14 days after Simpluris receives the Class List
14	Deadline for Class Members to postmark request to exclude themselves, or "opt-out," or to file objections to the Settlement	60 days after Notice Packets are mailed
15	Deadline for Class Members to submit signed opt-in consent forms (either must be postmarked on or before the deadline, or must be electronically submitted on or before the deadline)	60 days after Notice Packets are mailed
16	Deadline for Simpluris to provide all counsel with a report showing	Within 10 business days after the opt-in/opt-out/objection deadline
17	(i) the names of Class Members and FLSA Collective Members;	
18	(ii) the Individual Settlement Payments owed to each Class Members and FLSA Collective Member;	
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(iii) the final number of Class Members who have submitted objections;	
(iv) the final number of individuals who have submitted valid requests to exclude themselves from the Class/Settlement; and	
(v) the number of undeliverable Notice Packets.	
Deadline for filing of Final Approval Motion	At least 30 days before Final Approval Hearing
Deadline for Simpluris to provide the Court and all counsel with a statement detailing the Settlement Administration Costs and its administration of the Notices	At least 10 days before Final Approval Hearing
Final Approval Hearing	To be scheduled by the Court
Effective Date	The date by which the Agreement is approved by the Court, and latest of: (i) if no objection to the Settlement is made, or if an objection to the Settlement is made and Judgment is entered but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed; or (ii) if Judgment has been entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
Deadline for Cascade to pay the Gross Settlement Amount into the Qualified Settlement Account	Within 15 business days after Effective Date
Deadline for Cascade to deposit the employer share of Payroll Taxes	Within 15 business days after Effective Date or the date when the Settlement Administrator notifies Defendant of the final amount of Defendant's share of payroll taxes as determined in the Settlement.
Deadline for Simpluris to make payments under the Settlement to Participating Individuals, Class Representative, Plaintiff's Counsel, and itself	Within 15 days after Defendant funds the Gross Settlement Amount and Defendant's share of payroll taxes.
Check-cashing deadline	180 days after issuance of payments

1 2	Deadline for Simpluris to provide written certification of completion of administration of the Settlement to all counsel and to the Court	Within 10 days after final disbursement of funds.
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3 14. The Court further ORDERS that, pending further order of this Court, all proceedings in
4 the Action, except those contemplated herein and in the Settlement, are stayed, and all
5 deadlines are vacated.

6 15. If for any reason the Settlement is not finally approved or does not become effective, this
7 Order Granting Preliminary Approval shall be deemed vacated and shall have no force
8 or effect whatsoever, the proposed Settlement subject to this Order and all evidence and
9 proceedings had in connection with the Settlement shall be null and void, and the Action
10 shall proceed as if no settlement had been attempted.

11 16. The Court may, for good cause shown, extend any of the deadlines set forth in this Order
12 or adjourn or continue the final approval hearing without further notice to the Class.

13 **IT IS SO ORDERED.**

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16 Dated: July 29, 2024

17 _____
18 THE HONORABLE JOHN C. COUGHENOUR
19 United States District Judge